



THOMAS L. GARTHWAITE, M.D.
Director and Chief Medical Officer

FRED LEAF
Chief Operating Officer

COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
313 N. Figueroa, Los Angeles, CA 90012
(213) 240-8101

BOARD OF SUPERVISORS

Gloria Molina
First District

Yvonne Brathwaite Burke
Second District

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Third District

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Fourth District

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Fifth District

November 18, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**APPROVAL OF AN AGREEMENT FOR MEDICAL PLANNING AND TECHNICAL
SUPPORT SERVICES (All Districts) (3 Votes)**

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Director of Health Services, or his designee, to execute an Agreement with Hamilton Klow Associates, substantially similar to Exhibit I, to provide Countywide medical planning and technical support services effective upon Board approval through October 31, 2006, at a total maximum obligation of \$200,000, net County cost.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

In approving this action, the Board is recommending the approval of a medical planning and technical support services Agreement that will provide feasibility studies, planning, design, engineering and other related services to enable the Department of Health Services (DHS or Department) to address capital project and refurbishment needs throughout the Department. DHS does not currently have sufficient in-house staff or the capabilities to meet the demand for these services. This Agreement will provide the additional resources necessary to allow the Department to proceed with projects approved by your Board in an effective and timely manner, as well as provide planning/feasibility studies needed to initiate capital projects.

IMPLEMENTATION OF STRATEGIC PLAN GOALS:

The recommended Agreement supports the County's Strategic Plan Goals No. 1 and No. 4 for Service Excellence and Fiscal Responsibility. More specifically, it aligns with these strategies by effectively managing County resources and investing in the public infrastructure.

CONSISTENCY WITH DHS SYSTEM REDESIGN:

This action is consistent with and meets the Department's strategic goals by increasing the Department's capacity to improve the quality and efficiency of health care services.

FISCAL IMPACT/FINANCING:

The total maximum obligation for the medical planning and technical support services Agreement is \$200,000. Funding is included in the Fiscal Year 2004-05 Adopted Budget. There is no additional cost associated with this action.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

Access to medical planning and technical support services is especially important because DHS' restructuring plans are extensive and often require rapid development of plans to accommodate contemplated service modifications. Additionally, compliance with the conditions for grant funding now often entails completing projects within a short period of time that can only be met by the use of contract medical planning and technical support services. Previously these services had been obtained through Purchase Orders.

The recommended Agreement includes all required provisions such as insurance, indemnification, Safely Surrendered Baby Law, and Jury Service. The Agreement will be effective upon Board approval through October 31, 2006.

Attachment A provides additional information.

County Counsel has approved the attached Exhibit I as to use and form.

CONTRACTING PROCESS:

DHS developed a Request for Proposals (RFP) for as-needed medical planning and technical support services. The RFP was posted on the Internal Services Department web site and was sent to ten medical planning and technical support services firms well known in the medical planning industry. By April 26, 2004, responses were received from three firms. An Evaluation Committee consisting of DHS representatives evaluated the responses and recommended Hamilton Klow and Associates as most qualified to provide the required as-needed medical planning and technical support services.

DHS has determined that the Living Wage Program (County Code 2.201) does not apply to this Agreement as the services to be provided under this Agreement are intermittent.

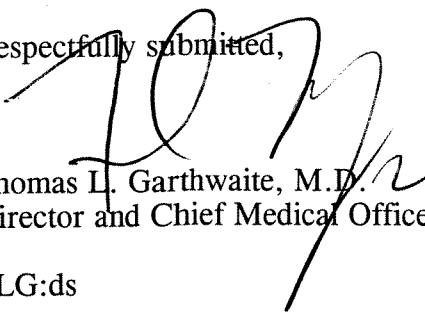
IMPACT ON CURRENT SERVICES (OR PROJECTS):

Approval of the recommended Agreement will result in the provision of medical planning and technical support services to augment County workforce capabilities and provide timely facility services to DHS. There will be no County employee impact.

The Honorable Board of Supervisors
November 18, 2004
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When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,



Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

TLG:ds

Attachments (2)

c: Chief Administrative Officer
Executive Officer, Board of Supervisors
County Counsel

Klow.ds

ATTACHMENT A

SUMMARY OF AGREEMENT

1. TYPE OF SERVICE:

Hamilton Klow Associates will provide feasibility studies, medical planning, design, engineering, and technical support services.

2. AGENCY ADDRESS AND CONTACT PERSON:

Hamilton Klow Associates
4273 Navajo Street
Toluca Lake, CA 91602
Attention: Gene Klow
Telephone: 818-985-1388

3. TERM:

Effective upon Board approval through October 31, 2006.

4. FINANCIAL INFORMATION:

The maximum obligation for the medical planning and technical support services Agreement is \$200,000 net County cost. Funding is included in the Fiscal Year 2004-05 Adopted Budget and will be requested in future fiscal years. There is no additional net County cost associated with this action.

5. GEOGRAPHIC AREA SERVED:

Countywide.

6. PERSON ACCOUNTABLE FOR PROGRAM MONITORING:

John Shubin, Capital Projects Division

7. APPROVALS:

Chief Operating Officer:	Fred Leaf
Contracts and Grants Division:	Irene E. Riley, Director
County Counsel (approval as to form):	Leela A. Kapur, Assistant

Blklow.ds



AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

HAMILTON KLOW ASSOCIATES

FOR

MEDICAL PLANNING AND TECHNICAL SUPPORT SERVICES

AGREEMENT PROVISIONS

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Contract No. _____

AGREEMENT FOR MEDICAL PLANNING AND TECHNICAL SUPPORT SERVICES

This AGREEMENT and Exhibits made and entered into this _____ day of _____, 2004

BY AND BETWEEN

COUNTY OF LOS ANGELES,
hereinafter referred to as "County",

AND

HAMILTON KLOW ASSOCIATES,
hereinafter referred to as "Consultant"

RECITALS

WHEREAS, County has determined that it is a matter of public convenience and necessity to engage the specialized services of a Consultant with technical expertise to provide medical planning and technical support services on an as-needed basis for County's Department of Health Services facilities on one or more individual projects (for purposes of this Agreement each individual project shall be referred to as the "Project"); and

WHEREAS, Consultant is a firm of recognized professionals with extensive experience and training in their specialized field. In rendering these services Consultant shall, at a minimum, exercise the ordinary care and skill expected of a competent practitioner in Consultant's profession acting under similar circumstances. The work will involve the performance of professional, expert and technical services of a temporary and/or occasional character.

County has no available employees capable of performing such services for a temporary or occasional period; and

WHEREAS, this Agreement authorizes the Director of the Department of Health Services, hereinafter referred to as "Director", to act on behalf of County pursuant to Title 2 of the Los Angeles County Code, as amended by Chapter 2.891.160.

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the parties hereto and each of them do agree as follows:

1.0 CONSULTANT'S SERVICES

- 1.1 The services to be performed by Consultant shall be on a non-exclusive, as-needed basis and shall include the responsibilities outlined in Exhibit A of this Agreement (which is incorporated by reference herein and made a part of this Agreement), subject to the provisions of Section 4, COUNTY'S RESPONSIBILITY, of this Agreement. No work shall commence on any Project under this Agreement until a written Notice to Proceed is issued by Director.
- 1.2 Consultant shall promptly correct or revise any errors or deficiencies in Consultant's services furnished under this Agreement, including, but not limited to, those services outlined in Exhibit A. In no event shall the preparation of such revisions or corrections result in an increase in the compensation to be paid by County under this Agreement.
- 1.3 Consultant agrees to furnish all necessary equipment and supplies used in the performance of services.

- 1.4 County's selection of Consultant for the performance of services as described herein was based in part upon a careful consideration of the qualifications and experience of personnel who will participate in the various services involved. The names of these personnel and their areas of participation under this Agreement are set forth in the written statement of qualifications and attachments thereto submitted to County by Consultant in response to the County's Request for Proposals received on April 26, 2004. Said list of named personnel and named sub-consultants and their areas of participation under this Agreement shall be incorporated herein by reference, and shall be referred to hereinafter as "Staff Resources". Consultant shall be responsible for the performance of all of the services and shall utilize the specialized expertise and experience of Staff Resources. In the event Consultant, through circumstances beyond its control, is unable to provide the services of Staff Resources, Consultant shall, at no additional expense to County, be responsible for providing other personnel for the performance of the particular services involved whose expertise and experience, in the opinion of Director, are equivalent to that which would have been provided by Staff Resources.
- 1.5 Standard of Care: Consultant represents, covenants, and agrees that all of the services to be furnished by Consultant under or

pursuant to this Agreement, from the inception of this Agreement until all services provided hereinafter have been fully completed, shall be of a standard and quality that prevails among competent consultants throughout the United States under the same or similar characteristics that are similar to any projects worked on under this Agreement (including without limitation, public nature, comparable scope, quality, and schedule [”Professional Standard”])). Consultant accepts the special relationship of trust and confidence established between it and County by this Agreement. Consultant covenants to design any projects worked on hereunder and produce the necessary construction documents, and to further the interests of County in accordance with County’s requirements and procedures, in accordance with the Professional Standard and in compliance with all applicable restrictions, laws, codes, and regulations in effect throughout the period that Consultant is performing services under this Agreement.

- 1.6 Equipment and Supplies: Consultant agrees to furnish all necessary equipment and supplies used in the performance of the aforementioned services at Consultant’s sole cost and expense.

2.0 DEFINITIONS: The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have

the following meaning, unless otherwise apparent from the context in which they are used:

- 2.1 **Board of Supervisors:** The Board of Supervisors of the County of Los Angeles acting as governing body or their designee;
- 2.2 **Consultant:** The sole proprietor, partnership, or corporation who has entered into an agreement with County to perform or execute the work covered by this Agreement.
- 2.3 **Director:** Director of the Department of Health Services, County of Los Angeles, or his authorized representative(s).
- 2.4 **Staff Resources:** Consultants and their areas of expertise.
- 2.5 **Facility Program:** The Facility Program shall include, but not be limited to, site description, vicinity and site maps, scope of work, functional and spatial needs, design standards for functional and spatial needs and project budget.

3.0 OVERVIEW AND SUPERVISION BY COUNTY: County has authority to review, manage and supervise Consultant's performance of this Agreement. Director may reject any document, report, or other information prepared by Consultant, which Director deems is not adequate. Consultant shall report to and meet and confer with Director as frequently as is necessary to assure that Director is informed of Consultant's activities and to assure that all work performed hereunder by Consultant is satisfactory to Director.

4.0 COUNTY'S RESPONSIBILITY

- 4.1 County will make available, for reference only, drawings, specifications, and other non-privileged records as available in Health Services Department files. County is not responsible for the accuracy of said drawings, specifications and other records.
- 4.2 County will provide a Facility Program and preliminary construction budget for each individual Project, including information as to the scope of work, space and facility requirements, and budget limitations.
- 4.3 Nothing in this Agreement or any act or failure to act on the part of County shall be construed as a waiver of a claim by County for any defects or deficiencies in the drawings and specifications, or of any Consultant services required by this Agreement.

5.0 TERM

- 5.1 Upon approval by the Board of Supervisors, the initial term of this Agreement shall commence on the date first written above, and shall terminate October 31, 2006, unless the termination date is extended in writing, by the Director, as provided for hereinafter. Director may, at Director's sole option and with certain limitations, extend this Agreement beyond October 31, 2006, under certain circumstances, as provided below in Section 5.2.
- 5.2 If Consultant still has remaining work to perform on existing projects at the time that this Agreement would otherwise terminate on

October 31, 2006, the Director may, at Director's sole option, extend the Agreement in writing until all required consultant services are completed on any such existing projects, but no longer than six (6) months.

5.3 By reasons or acts beyond the control of the County, this Agreement may be terminated by the County, at any time, without liability for damages whenever County is prevented by operation of laws, Acts of God, or by the official action of local, State, or Federal authorities from complying with the provisions of this Agreement.

6.0 SCHEDULE OF SERVICES AND TIMELY PERFORMANCE BY

CONSULTANT: Consultant shall submit a written schedule for any services requested under this Agreement. Director may administratively adjust the schedule when, in the opinion of Director, circumstances occur, not the fault of Consultant, which cause a delay to the original schedule. However, should Consultant request revisions to said schedules which are not approved by Director, then the original schedule shall be maintained.

7.0 AGREEMENT SUM

7.1 The maximum dollar amount for all services approved under this Agreement shall not exceed Two Hundred Thousand Dollars (\$200,000) for work authorized by the County on specific projects during the term hereunder, from the date first written above through October 31, 2006, and including any extension period.

However, since the extent of the services to be performed, if any, is to be determined during the course of this Agreement, actual payments to Consultant may be less than the maximum not-to-exceed amounts specified herein.

- 7.2 In no event shall Consultant be entitled to compensation exceeding the amount specified in this section, unless the Agreement is amended in writing, by the County as approved by the Board of Supervisors.
- 7.3 Consultant shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Consultant after the expiration or other termination of this Agreement. Should Consultant receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Consultant. This provision shall survive the expiration or other termination of this Agreement.
- 7.4 As compensation for services performed by Consultant in accordance with Exhibit A, Consultant shall receive a fixed fee for each individual Project, which fixed fee shall, except as otherwise provided for herein, be determined by negotiation of that fixed fee with Consultant using Consultant's Fee Schedule (and

subconsultant(s) Fee Schedule(s), if applicable), which is attached hereto as Exhibit B and incorporated herein by reference.

- 7.5 County shall notify the Consultant in writing of a proposed assignment. Written notification shall include a copy of the Facility Program, the services required, and a fee breakdown and fee payment schedule form for each Project to be filled out by Consultant and returned to the County for review and approval within seven (7) working days of receipt.
- 7.6 Upon approval of the basic services fee breakdown and fee payment schedule form, County shall issue to Consultant a Project Fee Confirmation letter stating the Consultant's fixed fee amount, any not-to-exceed reimbursable amount, the scope of work breakdown and the monthly fee payment schedule. Consultant shall review the form and sign where indicated, confirming Consultant's fee for the Project, and return same to the County. County may then issue a Notice to Proceed.
- 7.7 If County terminates this Agreement at any time prior to the completion of the Project, the Consultant fee will be prorated based on work completed.
- 7.8 In the event that budget reductions occur in any fiscal year covered by this Agreement that may cause County to consider terminating this Agreement, the County maintains the right to

renegotiate the terms of this Agreement to reduce the cost thereof in lieu of termination under the termination provisions of the Agreement.

8.0 PAYMENT OF INVOICES

- 8.1 Consultant shall separately invoice County monthly for ninety five percent (95%) of the value for the services completed within the invoice period for each individual Project. Invoices shall be prepared in a format satisfactory to the Director.
- 8.2 Payments for the services completed shall be made upon verification and acceptance of such services by Director, in accordance with the approved fee payment schedule:
- 8.3 A payment request for the five percent (5%) withheld from the monthly progress payments shall be submitted by the Consultant to the County upon completion and acceptance by the County of all the work called for in the Project and Fee Confirmation Letter.
- 8.4 All demands for payment under this Agreement shall be submitted in duplicate to Director. The demand for payment shall indicate the amount due and the amounts previously paid.
- 8.5 Consultant shall maintain a system of record keeping that will allow it to determine when it has performed services in a monetary amount equaling seventy-five percent (75%) of the total monetary authorization of the agreement. Upon the occurrence of this event, Consultant shall send written notification to the

Department at the address herein provided under Sub-Section 15.22, "Notices", of this Agreement.

- 8.6 Payments for additional services authorized by County shall be made upon acceptance of said services by Director, and in an amount as negotiated between County and Consultant.
- 8.7 Payments for reimbursable services, when authorized in writing by County, shall be made upon acceptance of said services by Director and in an amount no greater than the actual cost incurred by and billed to Consultant for the services completed. Consultant shall not be entitled to compensation for reimbursable expenses to the extent they cause Consultant's total compensation to exceed the maximum amounts specified in Section 7.1. In addition, Consultant shall not be entitled to compensation for the reimbursable expenses to the extent that they exceed the reimbursable amount listed in the Fee Confirmation.

- 9.0 PAYMENT OF APPLICABLE PREVAILING WAGE, IF ANY:** The Consultant (and sub-consultant(s), if applicable) is required to pay its employees performing work or services under this Agreement wages that are in accordance with prevailing wage rates established by the State Department of Industrial Relations, if, and to the extent any such prevailing wage rates apply to any of the work or services provided hereunder.

10.0 SUBMITTAL OF DOCUMENTS

- 10.1 Consultant shall deliver to Director fully completed documents as described in Exhibit A.
- 10.2 Structural computations which must be filed pursuant to obtaining the building permit shall be furnished in reproducible form.
- 10.3 Specifications shall be typed, single sided, camera ready, on first quality white bond paper or approved computer printout, page size 8-1/2" x 11". Six (6) copies or other type "proof sheet" satisfactory to Director shall be furnished to County. Paste-ups are not acceptable.
- 10.4 Consultant shall furnish six (6) prints of completed drawings at each required or intermediate submittal and all prints required for jurisdictional agency plan checking and County actions. Upon completion of final Documents Phase as described Exhibit A, the original documents, in lieu of reproducibles, shall be furnished to Director.

11.0 DOCUMENTS

11.1 Ownership of Documents:

Drawings, specifications, all data, maps, plans, photographs, reports and other documents, including those in electronic form, collected or prepared under this Agreement by Consultant are Instruments of Service for use solely with respect to this Project. County shall be deemed the owner of the Instruments of Service

and shall retain all common law, statutory, and other reserved rights, including copyrights, whether or not the Project is completed. County owns the overall conceptual design embodied in the method of operation, principles, or discoveries, whether or not patentable, embodied in the work product. County shall own the worldwide right, title, and interest in and to all expressions produced to a tangible medium which are the subject matter of the copyright created (whether created solely by Consultant or jointly with County or others), developed, prepared, obtained, or furnished by Consultant pursuant to this Agreement.

11.2 Reuse of Documents: Consultant will be permitted to reuse details of the drawings for other projects, but shall not use drawings as a whole without written authorization by Director.

11.3 All designs, drawings, specifications, notes, and other work developed in the performance of this agreement may be used by County on any other work without additional compensation to Consultant, but with no warranty by Consultant of their adequacy for use other than originally intended. With respect thereto, Consultant agrees not to assert any rights and not to establish any claim under the design patent or copyright laws.

12.0 FAILURE TO ISSUE NOTICE TO PROCEED: If County fails to authorize Consultant to proceed with any Design Phase of this Agreement after a suspension period of one calendar year, County and Consultant shall

renegotiate Consultant's fees for any succeeding Design Phases under this Agreement at Consultant's option. In no event, however, shall Consultant's renegotiated fees for any such work exceed the maximum amounts specified in Section 7.1. If no agreement can be reached, this Agreement may be deemed terminated for County's convenience.

13.0 Reserved

14.0 Reserved.

15.0 TERMS AND CONDITIONS

15.1 PROHIBITION AGAINST ASSIGNMENT AND DELEGATION

Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County. Any assignment or delegation which does not have such prior County consent shall be null and void. For purposes of this Paragraph, such County consent shall require a written amendment to this Agreement which is formally approved and executed by the parties. Any billings to County by any delegatee or assignee on any claim under this Agreement, absent such County's consent, shall not be paid by County. Any payments by County to any delegatee or assignee on any claim under this Agreement, in consequence of any such County consent, shall reduce dollar for dollar any claims which Contractor may have against County and shall be subject to set-off,

recoupment or other reduction of claims which County may have against Contractor, whether under this Agreement or otherwise. Shareholders or partners, or both, of Contractor may sell, exchange, assign, divest, or otherwise transfer any interest they may have therein. However, in the event any such sale, exchange, assignment, divestment or other transfer is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, then prior written consent thereof by County's Board of Supervisors shall be required. Any payments by County to Contractor on any claim under this Agreement shall not waive or constitute such County consent.

Consent to any such sale, exchange, assignment, divestment, or other transfer shall be refused only if County, in its sole judgment, determines that the transferee(s) is (are) lacking in experience, capability and financial ability to perform all Agreement services and other work. This in no way limits any County right found elsewhere in this Agreement, including, but not limited to, any right to terminate this Agreement.

15.2 AUTHORIZATION WARRANTY: The Consultant represents and warrants that the person executing this Agreement for the Consultant is an authorized agent who has actual authority to bind

the Consultant to each and every term, condition, and obligation of this Agreement and that all requirements of the Consultant have been fulfilled to provide such actual authority.

15.3 COMPLIANCE WITH APPLICABLE LAW

The Consultant shall comply with all Federal, State and local laws, ordinances, regulations, rules, and directives, applicable to its performance hereunder insofar as they are now enacted or may hereafter be amended.

The Consultant shall indemnify and hold harmless the County from and against any and all loss, liability, or expense resulting from any violation on the part of the Consultant or its officers, employees, or agents, of such Federal , State or local laws, ordinances, regulations, rules, or directives.

15.4 COMPLIANCE WITH CIVIL RIGHTS LAWS: The Consultant

hereby assures that it will comply with Title VII, Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical disability, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or

under any project, program, or activity supported by this Agreement. The Consultant shall comply with *Exhibit C - Consultant's EEO Certification*

15.5 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

15.5.1 JURY SERVICE PROGRAM: This Agreement is subject to the provisions of the County's ordinance entitled Consultant Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

15.5.2 Written Employee Jury Service Policy.

15.5.2.1. Unless Consultant has demonstrated to the County's satisfaction either that Consultant is not a "Consultant" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Consultant qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Consultant shall have and adhere to a written policy that provides that its Employees shall receive from the Consultant, on an annual basis, no less than five days of regular pay for

actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Consultant or that the Consultant deduct from the Employee's regular pay the fees received for jury service.

15.5.2.2 For purposes of this Sub-paragraph,

"Consultant" means a person, partnership, corporation or other entity which has a agreement with the County or a subcontract with a County Consultant and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County agreements or subcontracts.

"Employee" means any California resident who is a full time employee of Consultant. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Consultant has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a

12-month period are not considered full-time for purposes of the Jury Service Program. If Consultant uses any subcontractor to perform services for the County under the Agreement, the subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

15.5.2 3.If Consultant is not required to comply with the Jury Service Program when the Agreement commences, Consultant shall have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and Consultant shall immediately notify County if Consultant at any time either comes within the Jury Service Program’s definition of “Consultant” or if Consultant no longer qualifies for an exception to the Jury Service Program. In either event, Consultant shall immediately implement a written policy consistent with the Jury Service Program. The

County may also require, at any time during the Agreement and at its sole discretion, that Consultant demonstrate to the County's satisfaction that Consultant either continues to remain outside of the Jury Service Program's definition of "Consultant" and/or that Consultant continues to qualify for an exception to the Program.

15.5.2.4. Consultant's violation of this Sub-paragraph of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement and/or bar Consultant from the award of future County agreements for a period of time consistent with the seriousness of the breach.

15.6 CONFLICT OF INTEREST

No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Consultant or have any other direct or indirect financial interest in this Agreement.

No officer or employee of the Consultant who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

The Consultant shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Consultant warrants that it is not now aware of any facts that create a conflict of interest. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

15.7 CONSIDERATION OF HIRING COUNTY EMPLOYEES

TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST: Should the Consultant require additional or replacement personnel after the effective date of this Agreement to perform the services set forth

herein, the Consultant shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

15.8 CONSIDERATION OF HIRING GAIN/GROW PROGRAM

PARTICIPANTS: Should the Consultant require additional or replacement personnel after the effective date of this Agreement, the Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Consultant's minimum qualifications for the open position. For this purpose, consideration shall mean that the Consultant will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Consultant. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

15.9 CONSULTANT'S RESPONSIBILITY AND DEBARMENT

- 15.9.1 A responsible Consultant is a Consultant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is the County's policy to conduct business only with responsible Consultants.
- 15.9.2 The Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Consultant on this or other Agreements which indicates that the Consultant is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the Consultant from bidding on County Agreements for a specified period of time not to exceed three (3) years, and terminate any or all existing Agreements the Consultant may have with the County.
- 15.9.3 The County may debar a Consultant if the Board of Supervisors finds, in its discretion, that the Consultant has done any of the following: (1) violated any term of a Agreement with the County, (2) committed any act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a Agreement with the County or any other public entity, or engaged in a

pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

- 15.9.4 If there is evidence that the Consultant may be subject to debarment, the Department will notify the Consultant in writing of the evidence that is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Contractor Hearing Board.

The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. If the Consultant fails to avail itself of the opportunity to submit evidence to the Contractor

Hearing Board, the Consultant may be deemed to have waived all rights of appeal.

A record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

15.9.5 These terms shall also apply to Subcontractors of County Consultants.

15.10 Reserved.

15.11 CONSULTANT'S WARRANTY OF ADHERENCE TO COUNTY'S

CHILD SUPPORT COMPLIANCE PROGRAM

The Consultant acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Purchase Order or Agreement are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Consultant's duty under this Agreement to comply with all applicable provisions of law, the

Consultant warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

15.12 COUNTY'S QUALITY ASSURANCE PLAN: The County or its agent will evaluate the Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Consultant's compliance with all Agreement terms and conditions and performance standards. Consultant deficiencies which the County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Consultant. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement.

15.13 EMPLOYMENT ELIGIBILITY VERIFICATION: The Consultant

warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Consultant shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Consultant shall retain all such documentation for all covered employees for the period prescribed by law. The Consultant shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Consultant or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Agreement.

15.14 FAIR LABOR STANDARDS: The Consultant shall comply with all

applicable provisions of the Federal Fair Labor Standards Act and

shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Consultant's employees for which the County may be found jointly or solely liable.

15.15 GOVERNING LAW, JURISDICTION, AND VENUE: This

Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

15.16 INDEPENDENT CONSULTANT STATUS

15.16.1 This Agreement is by and between the County and the Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Consultant. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

15.16.2 The Consultant shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Consultant.

15.16.3 The Consultant understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Consultant and not employees of the County. The Consultant shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Consultant pursuant to this Agreement.

15.17 INDEMNIFICATION: Consultant shall indemnify, defend and hold harmless County, and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees,

costs, and expenses (including attorney and expert witness fees), arising from or connected with Consultant's acts and/or omissions arising from and/or relating to this Agreement. The Consultant's duty to indemnify County shall survive the expiration or other termination of this Agreement.

15.18 GENERAL INSURANCE REQUIREMENTS: Without limiting Consultant's indemnification of County and during the term of this Agreement, Consultant shall provide and maintain, and shall require its sub-consultants to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Consultant's own expense.

15.18.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to County's Department of Health Services, Contracts and Grants Division, 313 N. Figueroa Street, Sixth Floor- East, Los Angeles, CA 90012 prior to commencing services under this Agreement. Such certificates or other evidence shall:

- Specifically identify this Agreement.
- Clearly evidence all coverages required in this Agreement.

- Contain the express condition that County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Agreement.
- Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require Consultant to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or require Consultant to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

15.18.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

15.18.3 Failure to Maintain Coverage: Failure by Consultant to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of the agreement upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Consultant resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Consultant, County may deduct from sums due to Consultant any premium costs advanced by County for such insurance.

15.18.4 Notification of Incidents, Claims or Suits:

Consultant shall report to County:

- Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Consultant

and/or County. Such report shall be made in writing within 24 hours of occurrence.

- Any third party claim or lawsuit filed against Consultant arising from or related to services performed by Consultant under this Agreement.
- Any injury to a Consultant employee which occurs on County property. This report shall be submitted on a County “Non-employee Injury Report” to the County agreement manager.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Consultant under the terms of this Agreement.

15.18. 5 Compensation for County Costs: In the event that Consultant fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Consultant shall pay full compensation for all costs incurred by County.

15.18.6 Insurance Coverage Requirements for Sub-consultants: Consultant shall ensure any and all sub-consultants performing services under this

Agreement meet the insurance requirements of this Agreement by either:

- Consultant providing evidence of insurance covering the activities of sub-consultants, or
- Consultant providing evidence submitted by sub-consultants evidencing that sub-consultants maintain the required insurance coverage. County retains the right to obtain copies of evidence of sub-consultant insurance coverage at any time.

15.19 INSURANCE COVERAGE REQUIREMENTS

15.19.1 General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$1 million

Personal & Advertising Injury: \$1 million

Each Occurrence: \$1 million

Alternatively, a General Aggregate limit of \$1 million is acceptable providing the policy is endorsed (using IS. form CG 25 03 or its equivalent) to specify that the General Aggregate limit shall apply separately to the project.

15.19.2 Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all “owned”, “hired” and “non-owned” vehicles, or coverage for “any auto”.

15.19.3 Worker’s Compensation and Employers’ Liability insurance providing worker’s compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Consultant is responsible. If Consultant’s employees will be engaged in maritime employment, coverage shall provide worker’s compensation benefits as required by the U.S. Longshore and Harbor Worker’s Compensation Act, Jones Act or any other Federal law for which Consultant is responsible. In all cases, the above insurance also shall include Employers’ Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease – policy limit:	\$1 million
Disease – each employee:	\$1 million

15.19.4 Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of the Consultant, its officers or employees with limits of not less than \$1 million per occurrence and \$2 million aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of the Agreement. Alternatively, professional liability project insurance with a limit of \$1 million per claim and \$1 million project aggregate limit may be obtained specifically to cover the project. Such coverage shall cover the design period and include a discovery period of two years commencing upon completion of the project.

15.20 NONDISCRIMINATION AND AFFIRMATIVE ACTION

15.20.1 The Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

- 15.20.2 The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 15.20.3 The Consultant certifies and agrees that it will deal with its bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.
- 15.20.4 The Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political

affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

15.20.5 The Consultant shall allow County representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 15.20 when so requested by the County.

15.20.6 If the County finds that any provisions of this Sub-paragraph 15.20 have been violated, such violation shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations shall constitute a

finding by the County that the Consultant has violated the anti-discrimination provisions of this Agreement.

15.20.7 The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Agreement, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

15.21 NOTICE TO EMPLOYEES REGARDING THE FEDERAL

EARNED INCOME CREDIT: The Consultant shall notify its employees, and shall require each sub-consultant to notify its employees, that they may be eligible for the Federal Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

15.22 NOTICES: All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid. The address to be used for any given notice served by mail upon Consultant shall be Hamilton

Klow Associates Planning and Architecture, 4273 Navajo Street, Toluca Lake, CA 91602. Any notice served by mail upon County shall be addressed to the Director of Health Services, Contracts and Grants Division, 313 North Figueroa Street, Sixth Floor – East, Los Angeles, CA 90012, or such other place as may hereinafter be designated in writing to Consultant by the Director. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party.

15.23 PUBLIC RECORDS ACT

15.23.1 Any documents submitted by Consultant; all information obtained in connection with the County's right to audit and inspect Consultant's documents, books, and accounting records pursuant to Sub-paragraph 15.25, Record Retention and Inspection/Audit Settlement, of this Agreement; as well as those documents which were required to be submitted in response to the Request for Proposals used in the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records

Act) and which are reasonably marked “trade secret”, “confidential”, or “proprietary”. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order to court of competent jurisdiction.

15.23.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked “trade secret”, “confidential”, or “proprietary”, the Consultant agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney’s fees, in action or liability arising under the Public Records Act.

15.24 PUBLICITY

15.24.1 In recognizing the Consultant’s need to identify its services and related clients to sustain itself, the County shall not inhibit the Consultant from publishing its role under this Agreement within the following conditions:

- The Consultant shall develop all publicity material in a professional manner; and

- During the term of this Agreement, the Consultant shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the Director. The County shall not unreasonably withhold written consent.

15.24.2 The Consultant may, without the prior written consent of Director, indicate in its proposals and sales materials that it has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Sub-paragraph 15.24 shall apply.

15.25 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

15.25.1 The Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Consultant shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. The Consultant agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this

Agreement. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Consultant and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 15.25.2 In the event that an audit of the Consultant is conducted specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Consultant or otherwise, then the Consultant shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Consultant's receipt thereof, unless otherwise provided by applicable Federal or State law or under this

Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

15.25.3 Failure on the part of the Consultant to comply with any of the provisions of this Sub-paragraph 15.25 shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

15.25.4 If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County may conduct an audit of the Consultant regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Consultant, then the difference shall be either: a) repaid by the Consultant to the County by cash payment upon demand, or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Consultant from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Consultant, then the difference shall be paid to the Consultant by the County by cash payment,

provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

15.26 RECYCLED-CONTENT BOND PAPER: Consistent with the

Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content bond paper to the maximum extent possible on this Agreement.

15.27 REMEDIES: County may assert, either during or after performance of the Agreement, any right of recovery it may have against Consultant by any means it deems appropriate including, but not limited to, set-off, action at law, withholding, recoupment, or counterclaim. The rights and remedies of County under this Agreement are in addition to any right or remedy provided by California law.

15.28 SUBCONTRACTING

15.28.1 Except for those sub-consultants specifically named as Staff Resources, no performance of this Agreement or any portion thereof may be subcontracted by Consultant without the express written consent of Director. Any attempt by Consultant to subcontract any

performance of the terms of this Agreement without said consent shall be null and void and shall constitute a breach of the terms of this Agreement. In the event of such a breach, this Agreement may be terminated forthwith.

- 15.28.2 In the event Director should consent to subcontracting, each and all of the provisions of this Agreement and any amendment thereto shall extend to and be binding upon and inure to the benefit of the successors or administrators of the respective parties.
- 15.28.3 In the event that Director should consent to subcontracting, the Consultant shall include in all subcontracts the following provision: "This Agreement is a subcontract under the terms of a prime agreement with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles."
- 15.28.4 Any third party delegate(s) appointed by the Consultant shall be specified in writing to the Director for advance concurrence.
- 15.28.5 Consultant shall indemnify, defend, and hold harmless County from any and all liability arising or resulting from the employment of any subcontractors and their

employees in the same manner as for Consultant's own employees.

15.29 SUSPENSION

- 15.29.1 County, at its convenience, and without further liability except as herein specified, may suspend this Agreement, in whole or in part, by written notice personally delivered to Consultant specifying the effective date and extent of the suspension.
- 15.29.2 Consultant shall immediately discontinue all services unless otherwise indicated by Director.
- 15.29.3 Upon request of Director, Consultant shall surrender and deliver to Director within seven (7) days from receipt of said request, all requested drawings, designs, specifications, notes, data, reports, estimates, summaries, or other information relative to the Project, whether complete or in process, as may have been accumulated by Consultant.
- 15.29.4 In the event the entire Agreement is suspended, County shall pay Consultant demobilization expenses. Demobilization expenses are expenses directly attributable to temporarily suspending the work in progress, including the reasonable cost of suspending

any commitments for services not yet complete.

County shall not be liable for demobilization expenses if only a portion of the Agreement is suspended.

15.29.5 In the event the entire Agreement is suspended and Consultant is directed to remobilize within one calendar year of the effective date of the suspension, County shall pay remobilization expenses directly attributable to restarting services hereunder and, at Consultant's option, Consultant and County shall renegotiate Consultant's fees for services remaining under this Agreement. If no agreement as to expenses and fees can be reached, this Agreement may be terminated for the County's convenience. Consultant shall not be entitled to demobilization expenses and/or remobilization expenses to the extent that they cause Consultant's compensation to exceed the maximum amounts specified in Section 7.1.

15.29.6 In the event the entire Agreement is suspended and the period of suspension exceeds one calendar year, this Agreement may be deemed terminated for the convenience of County at the option of either party, upon 30 days written notice to the other party.

15.30 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN

CHILD SUPPORT COMPLIANCE: Failure of the Consultant to maintain compliance with the requirements set forth in Sub-paragraph 15.11, Consultant's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default by the Consultant under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure to cure such default within 90 days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the Auditor-Controller or Board of Supervisors may terminate this Agreement pursuant to Sub-paragraph 15.32, Termination for Default.

15.31 TERMINATION FOR CONVENIENCE

- 15.31.1 Performance of services under this Agreement may be terminated by County in whole or in part when such action is deemed by County to be in its best interest. Termination of work shall be effected by delivery to Consultant of a thirty (30) calendar day prior written Notice of Termination specifying the extent to which the performance of work is terminated and the date upon which such termination becomes effective.
- 15.31.2 Consultant shall surrender and deliver to Director, to the extent requested by Director, within seven (7) days

from receipt of said request, all data, reports, estimates, summaries, designs, drawings, specifications, notes and other work and data developed in the performance of this Agreement, whether complete or in process, as may have been accumulated by Consultant.

15.31.3 County shall pay Consultant all fees and expenses due and payable under Section 7 and Section 8 by reason of progress in the work on the Project(s). In ascertaining the services actually rendered hereunder up to the date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents, to the extent any of the preceding complies with the requirements of the Agreement whether delivered to County or in the possession of Consultant, and to authorized reimbursable expenses. In no case shall payment exceed that amount stipulated elsewhere herein for completion of the respective portion or phase of the Project.

15.31.4 County shall pay Consultant termination expenses directly attributable to terminating work in progress,

including the reasonable cost of terminating any commitments for services not yet complete.

15.31.5 County may take over the work and services, and prosecute the same to completion by contract or otherwise. Consultant shall not be liable to County for any excess costs incurred by County in completing the scope of work of this Agreement.

15.31.6 Consultant shall assign the contracts of its consultants and/or their subcontractors to the County, to the extent requested by the Project Manager.

15.32 TERMINATION FOR DEFAULT

15.32.1 The County may, by written notice to the Consultant, terminate the whole or any part of this Agreement, in the following circumstances:

Consultant has materially breached this Agreement;

Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Agreement;

15.32.2 Notwithstanding the above, the Director, in his/her sole discretion, may refrain from recommending immediate termination of this Agreement for default if the Director, in his/her sole discretion, determines that the default is

capable of being cured and (1) the Consultant cures its default within a five (5) day period after notice is given, or (2) if the default cannot reasonably be cured within the five (5) days after notice is given, the Consultant reasonably commences to cure its default within the five (5) day period and diligently and in good faith continues to cure the default. If the Consultant fails to cure the default to the Director's satisfaction, the Director shall recommend termination for default to the Board of Supervisors.

15.32.3 Upon the occurrence of subparagraph 15.32.1, this Agreement shall be subject to termination. As a condition precedent thereto, the Director shall give Consultant a minimum of ten (10) days notice by registered or certified mail or personal service of the date set for termination thereof; the grounds therefore; and that an opportunity to be heard thereon will be afforded on or before said termination date, if request is made therefore.

15.32.4 In the event that the County terminates this Agreement in whole or in part as provided in this section, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services

similar to those so terminated. Any excess costs, as determined by the Director, arising therefrom over and above the agreement sum may be charged against the Consultant. The Consultant shall continue the performance of this Agreement to the extent not terminated under the provisions of this Sub-paragraph.

- 15.32.5 Except with respect to defaults of any sub-consultant, the Consultant shall not be liable for any such excess costs of the type identified in Sub-paragraph 15.32.4 if its failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Consultant. If failure to perform is caused by the negligence of a sub-consultant, and without the fault or negligence of either of them, the Consultant shall not be liable for any such excess costs

for failure to perform, unless the goods or services to be furnished by the sub-consultant were obtainable from other sources in sufficient time to permit the Consultant to meet the required performance schedule. As used in this Subparagraph 15.32.5, the terms “sub-consultant” and “sub-consultants” mean sub-consultants at any tier.

15.32.6 In the event that, following service of the Notice of Termination of this Agreement under the provisions of this clause, it is determined for any reason that the Consultant was not in default under the provisions of this clause, that the default was excusable under provisions of this clause, or Consultant has, to the satisfaction of the Director, cured any default, the Director shall issue, within five (5) business days, a rescission of the Notice of Termination, and the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to Subparagraph 15.31, Termination for Convenience.

15.33 TERMINATION FOR IMPROPER CONSIDERATION

15.33.1 The County may, by written notice to the Consultant, immediately terminate the right of the Consultant to proceed under this Agreement if it is found that consideration, in any form, was offered or given by the

Consultant, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Consultant's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

15.33.2 The Consultant shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

15.33.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

15.34 TERMINATION FOR INSOLVENCY

15.34.1 The County may terminate this Agreement forthwith in

the event of the occurrence of any of the following:

Insolvency of the Consultant. The Consultant shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Consultant is insolvent within the meaning of the Federal Bankruptcy Code;

- 15.34.2 To the extent permitted by law, the County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

The filing of a voluntary or involuntary petition regarding the Consultant under the Federal Bankruptcy Code;

The appointment of a Receiver or Trustee for the Consultant; or the execution by the Consultant of a general assignment for the benefit of creditors.

- 15.34.3 The rights and remedies of the County provided in this Sub-paragraph 15.34 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

15.35 TERMINATION FOR NON-ADHERENCE OF COUNTY

LOBBYIST ORDINANCE: The Consultant, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Consultant, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Consultant or any County and/or County Lobbying firm retained by the Consultant to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

15.36 TERMINATION FOR NON-APPROPRIATION OF FUNDS:

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Consultant's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Agreement in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Consultant in writing of any such non-allocation of funds at the earliest possible date.

15.37 VALIDITY: If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder

of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

15.38 WAIVER: No waiver by County of any breach of any provision of this Agreement shall constitute a waiver of any other breach of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and in addition to any other remedies in law or equity.

15.39 WARRANTY AGAINST CONTINGENT FEES

15.39.1 The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business.

15.39.2 For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of

such commission, percentage, brokerage, or contingent fee.

15.40 COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND

ACCOUNTABILITY ACT OF 1996: Contractor expressly acknowledges and agrees that the provision of services under this Agreement does not require or permit access by Contractor or any of its employees to any patient medical records. Accordingly, Contractor shall instruct its employees that they are not to pursue or gain access to patient medical records for any reason whatsoever.

Notwithstanding the foregoing, the parties acknowledge that, in the course of the provision of services hereunder, Contractor or its employees may have inadvertent access to patient medical records. Contractor understands and agrees that neither it nor its employees are to take advantage of such access for any purpose whatsoever. Additionally, in the event of such inadvertent access, Contractor and its employees shall maintain the confidentiality of any information obtained and shall notify hospital supervisory personnel that such access has been gained immediately or upon the first reasonable opportunity to do so.

In the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all

liability, including but not limited to demands, claims, actions, actions, fees, costs, and expenses (including attorney and expert witness fees) arising from or connected with Contractor's or its employees' access to patient medical records. Contractor agrees to provide appropriate training to its employees regarding their obligations in this regard.

15.41 NOTICE TO EMPLOYEES REGARDING THE SAFELY

SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and how to safely surrender a baby. The fact sheet is set forth in Exhibit D, Safely Surrendered Baby Law, of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

15.42 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S

COMMITMENT TO THE SAFELY SURRENDERED BABY LAW:

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The County Department of

Children and Family Services will supply the Contractor with the poster to be used.

IN WITNESS THEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be executed by its

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Director of Health Services and Consultant has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Thomas A. Garthwaite, M. D.
Director and Chief Medical Officer

HAMILTON KLOW ASSOCIATES

By _____
President

APPROVED AS TO FORM:

Office of the County Counsel

**APPROVED AS TO
CONTRACT ADMINISTRATION**

By _____
Irene E. Riley, Director
Contract Administration

AGRKLOWHAMIL.ds
11/18/04

SCOPE OF WORK

**MEDICAL PLANNING AND TECHNICAL SUPPORT SERVICES
VARIOUS HEALTH FACILITIES REFURBISHMENT PROJECTS**

The services to be rendered by the Consultant, and sub-consultants, if applicable, shall consist of all necessary consultations and meetings with the County and preparations of design documents, including all necessary technical support (i.e. electrical, mechanical, civil, and structural) necessary to obtain approvals from applicable jurisdictional agencies. The services to be provided shall include, but not be limited, to the following:

1. Assist the County with preliminary project planning and programming, feasibility studies and programming documents.
2. Provide a preliminary evaluation of project program assessments, proposed schedule and construction budget constraints.
3. Review and/or develop alternative approaches to the project, if applicable.
4. Based on the mutually agreed-upon project program, prepare schematic design documents consisting of drawings and other documents illustrating the scale and relationship of the project components.
5. Submit a preliminary estimate of construction cost based on current area, volume or other unit costs.
6. Based on the approved schematic design and any further adjustments in the scope of the Project, prepare documents consisting of all drawings and specifications setting forth in detail the requirements for the construction of the Project. All drawings shall be submitted to the County in electronic data using most recent Autocad Release. The number of copies of required documents will be determined on a project by project basis.
7. Advise the County of any adjustments to previous preliminary estimates of construction cost indicated by changes in requirements.
8. Submit construction documents, on behalf of the County, to applicable jurisdictional agencies (i.e. LAC Public Works and/or OSHPD) and coordinate all plan review approvals required to secure building permits.
9. Assist the County in obtaining bids and shall provide technical support during the construction process, including the preparation of as-built drawings. In the event the construction is completed by County Building Crafts personnel, a public bidding process will not be required.

BASIC FEE SCHEDULE

Standard Billing Rates

Hamilton Klow Associates (Architecture & Interior Design)	Billing Rate by Position
Principal	\$190
Senior Planner	\$125
Senior Project Architect/Manager	\$125
Senior Designer	\$100
Project Architect/Manager	\$80
Designer	\$70
Administrative Support	\$70

**CONSULTANT'S EQUAL EMPLOYMENT
OPPORTUNITY (EEO) CERTIFICATION**

 Consultant's Name

 Address

 Internal Revenue Service Employer Identification Number

GENERAL

In accordance with Section 22001, Administrative Code of the County of Los Angeles, the Consultant, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONSULTANT'S CERTIFICATION

- | | | | |
|----|--|-----|----|
| 1. | The Consultant has a written policy statement prohibiting discrimination in all phases of employment. | YES | NO |
| 2. | The Consultant periodically conducts a self analysis or utilization analysis of its work force. | YES | NO |
| 3. | The Consultant has a system for determining if its employment practices are discriminatory against protected groups. | YES | NO |
| 4. | Where problem areas are identified in employment practices, the Consultant has a system for taking reasonable corrective action, to include establishment of goals and timetables. | YES | NO |

 Name and Title of Signer (Please Print or Type)

 Signature

 Date

Certainly we would prefer that women seek help while they are pregnant, not after giving birth, to receive proper medical care and counseling. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in a hospital emergency room.

**The California Safely
Surrendered Baby Law:**

Allows a distressed birth parent(s) to legally, confidentially, and safely surrender their baby

Provides a safe place for babies

Protects the parent(s) from arrest or prosecution for abandonment as long as the baby has not been abused or neglected

Does not require that names be given when the baby is surrendered

Permits parents to bring a baby within 3 days of birth to any hospital emergency room in California

**In California, no one ever
has to abandon a child again.**



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary
Department of Social Services
Rita Saenz, Director

TUB 400 (8/02)

**no shame.
no blame.
no names.**

**now there's a way
to safely surrender
your baby**



What is the Safely Surrendered Baby Law?

It's a new law. Under this law, a person may surrender their baby confidentially. As long as the baby has not been abused or neglected, the person may do so without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for an infant can legally, confidentially and safely surrender their baby within 3 days of birth. All that is required is that the baby be brought to a hospital emergency room in California. If there are additional places, they will be listed on the back of this brochure. As long as the child shows no signs of abuse or neglect, no name or other information is required. A bracelet will be placed on the baby for identification. A matching bracelet will be given to the parent. The bracelet will help connect the parent to the baby if the parent wants the baby back.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows another person to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week.

Does a parent have to tell anything to the people taking the baby?

No. Nothing is required. However, hospital personnel will give the parent a medical information questionnaire that is designed to gather family medical history. This could be very useful in caring for the child but it is up to the parent to complete it.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a foster or pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

What if a parent wants the baby back?

The parent(s) may take the bracelet back to the hospital. Hospital personnel will provide information about the baby.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being hurt or killed because they were abandoned.

You may have heard tragic stories of babies left in dumpsters or public toilets. The persons who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants.

Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

The Eighteenth Safely Surrendered Baby in California

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law.

This baby was the eighteenth child protected under California's Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed in a foster home for short-term care while the adoption process was started.

**Every baby deserves a chance for a healthy life.
If you or someone you know is considering
giving up a child, learn about your options.**

Los Angeles County
Safely
Surrendered
Baby
Hotline



(877)BABY SAFE

Toll Free (877) 222-9723

- Call for Information on How to Safely Surrender a Newborn Infant Under the Safely Surrendered Baby Law
- Referrals Provided to Designated Safe Haven Sites
- Referrals Provided to Other Support Services

- Guaranteed Confidentiality
- 7 Days a Week
- 24 Hours a Day
- English and Spanish and 140 Other Languages Spoken



INFO LINE of Los Angeles has been in business since 1981.
INFO LINE of Los Angeles is an AIRS accredited agency.

Calls from the media should be directed to Thelma Bell or Michele Yoder at (626) 350-1841.